



Order under Section 79 Residential Tenancies Act, 2006

Citation: 2408938 Ont Inc v Burt, 2026 ONLTB 18591

Date: 2026-03-06

File Number: LTB-L-071479-25

In the matter of: 14 SADDLE AVE
SMITHS FALLS ON K7A0J4

Between: 2408938 Ont Inc Landlord

And

James Burt Tenant

2408938 Ont Inc (the 'Landlord') applied for an order to terminate the tenancy and evict James Burt (the 'Tenant') because the Landlord believes that the Tenant abandoned the unit.

This application was heard by videoconference on February 26, 2026.

Only the Landlord's representative, Bryan Rubin, attended the hearing.

As of 9:15 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore the tenancy between the Landlord and the Tenant is terminated.
2. The Landlord alleges that the Tenant has abandoned the rental unit.
3. The Board's Interpretation Guideline 4: "Abandonment of a Rental Unit" explains the concept of abandonment as follows:

Abandonment is a unilateral act by the tenant to relinquish their tenancy and give up possession of the rental unit without properly giving notice of the termination to the landlord. If the landlord is not sure whether or not a rental unit has been abandoned, they may file an application for determination of this issue with the Board; however, it should be noted the Board has no jurisdiction to issue an order

for rent or compensation if a tenant is no longer in possession of the rental unit (see section 87). In this case, the landlord may seek a remedy by applying to Court.

4. Section 2(3) of the RTA provides that a rental unit is not considered abandoned where the tenant is not in arrears of rent. Even if there is evidence of abandonment, such as the furniture being removed, the landlord cannot treat the unit as abandoned before the end of the rental period if the rent is fully paid.
5. The uncontested evidence before me was that the Tenant had not paid rent since January 2025. As such, I was satisfied that the Tenant was in arrears when the application was filed on August 27, 2025.
6. The Landlord's representative submitted that testified that after the Tenant fell into arrears of rent, the Landlord efforts to contact the Tenant failed. In or around June 2025, the Landlord discovered an obituary confirming that the Tenant had passed away prior to June 2, 2025. The Landlord produced a copy of the obituary [Doc 6280455] which confirms a memorial service for a person named Jim Burtt of Smith Falls, Ontario. The Landlord's representative submitted that the person identified in the obituary is the Tenant.
7. The Landlord's representative stated that no one on behalf of the Tenant (i.e. family, friends or representatives) contacted the Landlord regarding the unit. On July 30, 2025, the Landlord delivered a letter to the rental unit advising that the unit had been deemed abandoned and providing over sixty days' notice (i.e. until October 15, 2025) for the Tenant's mobile home and belongings to be removed. No response was received.
8. Based on the uncontested evidence before me, I find that the Tenant has abandoned the rental unit. The Landlord made numerous attempts to contact the Tenant prior to discovering his obituary. To date, no one has contacted the Landlord regarding the Tenant's mobile home or his belongings.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.

March 6, 2026

Date Issued

Karen Gonçalves

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.